

**ICC VOIP AMENDMENT  
to the Interconnection Agreement between**

CENTURYTEL OF CENTRAL WISCONSIN, LLC;  
CENTURYTEL OF FAIRWATER-BRANDON-ALTO, LLC;  
CENTURYTEL OF FORESTVILLE, LLC;  
CENTURYTEL OF LARSEN-READFIELD, LLC;  
CENTURYTEL OF MONROE COUNTY, LLC;  
CENTURYTEL OF NORTHERN WISCONSIN, LLC;  
CENTURYTEL OF NORTHWEST WISCONSIN, LLC;  
CENTURYTEL OF SOUTHERN WISCONSIN, LLC;  
CENTURYTEL OF MIDWEST-KENDALL, LLC;  
CENTURYTEL OF MIDWEST-WISCONSIN, LLC;  
CENTURYTEL OF WISCONSIN, LLC;  
TELEPHONE USA OF WISCONSIN, LLC;

**each of which is now doing business as, and is hereinafter referred to as  
“CENTURYLINK”  
and**

**TRI-COUNTY TELCOM, INC.  
For the state of WISCONSIN**

THIS AMENDMENT (“AMENDMENT”) IS TO THE INTERCONNECTION AGREEMENT BETWEEN CENTURYTEL OF CENTRAL WISCONSIN, LLC; CENTURYTEL OF FAIRWATER-BRANDON-ALTO, LLC; CENTURYTEL OF FORESTVILLE, LLC; CENTURYTEL OF LARSEN-READFIELD, LLC; CENTURYTEL OF MONROE COUNTY, LLC; CENTURYTEL OF NORTHERN WISCONSIN, LLC; CENTURYTEL OF NORTHWEST WISCONSIN, LLC; CENTURYTEL OF SOUTHERN WISCONSIN, LLC; CENTURYTEL OF MIDWEST-KENDALL, LLC; CENTURYTEL OF MIDWEST WISCONSIN, LLC; CENTURYTEL OF WISCONSIN AND TELEPHONE USA OF WISCONSIN, LLC, EACH OF WHICH IS NOW DOING BUSINESS AS CENTURYLINK

AND  
TRI-COUNTY TELCOLM, INC. (collectively, the “Parties”).

**RECITALS**

WHEREAS, the Parties are entering into an Interconnection Agreement (“Agreement”) for service in the State of Wisconsin, that will be filed for approval by the Commission; and

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, issued an order that affects the Parties rights and obligations with respect to the exchange of VoIP traffic between CLEC providers and LECs in addition to revised call signaling rules effective December 29, 2011 (“FCC Order” or “Order”); and

WHEREAS, the Parties agree to include this Amendment to this Agreement in order to be in compliance with the FCC Order and the terms and conditions contained herein.

## **AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **Amendment Terms**

The Agreement is hereby amended by replacing and adding terms, conditions, and rates as set forth in Attachment 1 attached hereto and incorporated herein by this reference. The provisions included in Attachment 1 are intended to supersede and replace the same numbered provisions in the Agreement and be added to the Agreement to the extent that the applicable numbered provision is not currently in the Agreement.

By signature on this Amendment, CLEC has elected to modify existing contract terms in order to implement the applicable provisions of the above mentioned Order.

### **Effective Date**

This Amendment shall be deemed effective upon Commission approval; however, pursuant to the Parties Agreement change in law language, the Parties agree to implement the provisions of this Amendment effective upon execution.

### **Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

### **Entire Agreement**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

TRI-COUNTY TELCOM, INC.

CENTURYTEL OF CENTRAL  
WISCONSIN, LLC;

CENTURYTEL OF FAIRWATER-  
BRANDON-ALTO, LLC;

CENTURYTEL OF FORESTVILLE, LLC;

CENTURYTEL OF LARSEN-  
READFIELD, LLC;

CENTURYTEL OF MONROE  
COUNTY, LLC;

CENTURYTEL OF NORTHERN  
WISCONSIN, LLC;

CENTURYTEL OF NORTHWEST  
WISCONSIN, LLC;

CENTURYTEL OF SOUTHERN  
WISCONSIN, LLC;

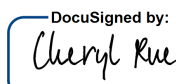
CENTURYTEL OF MIDWEST-  
KENDALL, LLC;

CENTURYTEL OF MIDWEST-  
WISCONSIN, LLC;

CENTURYTEL OF WISCONSIN, LLC;

TELEPHONE USA OF WISCONSIN, LLC;


**each of which is now doing business as, and is  
hereinafter referred to as "CENTURYLINK"**

DocuSigned by:  
  
90A3D3A4B1D5430...  
Signature

Cheryl Rue  
Name Printed/Typed

Chief Operating Officer  
Title

5/7/2013  
Date

05E9FC68BD57454...  
  
DocuSigned By: L. T. Christensen  
Signature

L. T. Christensen  
Name Printed/Typed

Director – Wholesale Contracts  
Title

5/8/2013  
Date

## **Attachment 1**

### **ICC Voice over Internet Protocol (VoIP) Amendment**

Notwithstanding anything set forth in the Agreement to the contrary, the following terms and provisions shall govern the intercarrier compensation between the Parties for the exchange of VoIP-PSTN Traffic.

#### **Article II: DEFINITIONS**

“VoIP-PSTN Traffic” includes any traffic previously referred to in the Agreement as “VoIP” or “VoIP Traffic” or “IP Enabled Voice Traffic”, and is defined as traffic which is exchanged between a CenturyLink end user and the CLEC end user in Time Division Multiplexing (“TDM”) format that originates and/or terminates in Internet Protocol (“IP”) format, as determined in the Order, and terminates to a Party’s end user customer.

“Local VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates within the CenturyLink local calling area, or mandatory extended area service (EAS) area, as defined in existing CenturyLink Tariffs or Price Lists, and shall be considered to be “Local Traffic” as such term is used in the Agreement.

“Toll VoIP-PSTN Traffic” is VoIP-PSTN Traffic that physically originates and terminates in different CenturyLink local calling areas, or mandatory extended area service (EAS) areas, as defined in existing CenturyLink Tariffs or Price Lists.

#### **Article III: INTERCONNECTION TRUNKING REQUIREMENTS**

3.3.2.8.4 Notwithstanding the foregoing, Toll VoIP-PSTN Traffic may be exchanged on the same facility as used for trunk groups carrying Local Traffic and ISP Bound Traffic.

#### **Article IV: MUTUAL COMPENSATION FOR TRANSPORT, TERMINATION, AND TRANSITING**

##### **4.2.10 VoIP-PSTN Traffic**

##### **4.2.10.1 Local VoIP-PSTN Traffic**

CLEC and CenturyLink will exchange Local VoIP-PSTN Traffic on the same basis and at the same rates as Local Traffic which is not VoIP-PSTN Traffic. Local VoIP-PSTN Traffic will be identified as such by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call (i.e. the actual geographic end points of the call) and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction for Local VoIP-PSTN Traffic based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and

such efforts shall not be reasonably withheld by either Party. This paragraph shall not be controlling nor affect the determination of the proper jurisdiction or the geographic end points of any traffic which is not VoIP-PSTN Traffic, including without limitation, any VNXX Traffic.

#### 4.2.10.2 Toll VoIP-PSTN Traffic

4.2.10.2.1 CLEC and CenturyLink will exchange Toll VoIP-PSTN Traffic including any Toll VoIP-PSTN Traffic which transits a CenturyLink Tandem at each Party's interstate access rates. Toll VoIP-PSTN Traffic will be identified as intrastate Intralata Toll Traffic, interstate Intralata Toll Traffic, intrastate Interlata Toll Traffic, or interstate Interlata Toll Traffic by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call (i.e. the actual geographic end points of the call) and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction for Toll VoIP-PSTN Traffic based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be reasonably withheld by either Party.

4.2.10.2.2 Toll VoIP-PSTN Traffic which is Intralata Toll Traffic or Interlata Toll Traffic will be exchanged at each Party's interstate access tariff rates. Both Parties will use the Contract Percentage VoIP Usage (Contract-PVU) factor in Article VII to determine the amount of intrastate Intralata Toll Traffic and intrastate Interlata Toll Traffic exchanged by the Parties that shall be deemed as Toll VoIP-PSTN Traffic. The Parties shall also apply the Contract-PVU factor to any intrastate Intralata Toll Traffic and intrastate Interlata Toll Traffic, which transits a CenturyLink Tandem, and the resulting portion of such traffic shall also be exchanged at interstate switched access tariff rates. The Contract-PVU factor may be updated by a further Amendment mutually negotiated by the Parties.

4.2.10.2.3 The Contract-PVU factor shall be the percentage of total terminating intrastate Intralata Toll Traffic and intrastate Interlata Toll Traffic which is Toll VoIP-PSTN Traffic, that in the absence of such Contract-PVU factor, would be billed at intrastate access rates. The Contract-PVU factor shall be based on information such as the number of the CLEC's retail VoIP subscriptions in the state (e.g. as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information which will be exchanged by the parties.

4.2.10.2.4 The facilities, or portion thereof, leased by CLEC from CenturyLink which are used to exchange Toll VoIP-PSTN Traffic shall be subject to access tariff rates. CenturyLink reserves the right to amend this agreement to define an additional Toll VoIP-PSTN usage percentage if such factor is necessary.

4.2.10.2.5 Any factors established by the Parties for the previous sections of 4.2.10.2 shall be based on the particular characteristics of the traffic exchanged within the State between CLEC and CenturyLink and shall not be subject to adoption by anyone not a Party to this Agreement, or apply to any other service areas.

4.3.5 Each Party will provide the other with the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN), JIP and destination called party number, etc.), as required by Applicable Rules and further clarified by the FCC Order to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided unchanged including CPN and ChN on all calls. All privacy indicators will be honored. Unless the FCC has approved a waiver petition regarding specific technical restrictions, the ChN is to be passed unaltered in SS7 signaling fields where it is different from CPN, and ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than a calling party's charge number. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks.

## Article VII: PRICING

### III. Toll VoIP-PSTN

- |   |  |
|---|--|
| A. Toll VoIP-PSTN Traffic                                       | CenturyLink's Interstate Access Tariff |
| B. VoIP Percent of Intrastate<br>Non-Local Usage (Contract-PVU) | 0%                                     |